

PATENT  
GENE1320

DECLARATION FOR PATENT APPLICATION

As a below-named inventor, I hereby declare that:

My residence, post office address and citizenship is as stated below next to my name.

I believe that I am the original, first and sole inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled , the specification of which

\_\_\_\_\_ is attached hereto.

X was filed on December 3, 1999 as U.S. Application

Serial No. 09/453,610

and was amended on \_\_\_\_\_ if applicable (the "Application").

**I hereby authorize and request insertion of the application serial number of the Application when officially known.**

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose to the United States Patent and Trademark Office all information known to me to be material to patentability of the subject matter of the Application as defined in Title 37, Code of Federal Regulations ("C.F.R."), § 1.56.

With respect to the Application, I hereby claim the benefit under 35 U.S.C. Section 119(e) of any United States provisional application(s) listed below:

60/110,951  
(Application Serial No.)

December 4, 1998  
(Filing Date)

With respect to the Application, I hereby claim the benefit under 35 U.S.C. Section 120 of any United States application(s), or Section 365(c) of any PCT International application designating the United States, listed below and, insofar as the subject matter of each of the claims of the application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of 35 U.S.C. Section 112, I acknowledge the duty to disclose to the United States Patent and Trademark Office all information known to me to be material to patentability of the subject matter of the Application as defined in Title 37, C.F.R., Section 1.56 which became available between the filing date of the prior application and the national or PCT International filing date of the Application:

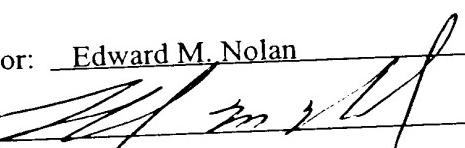
Pending  
(Application Serial No.)

December 3, 1999  
(Filing Date)

Pending  
(Status)  
(patented, pending, abandoned)

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of first inventor: Edward M. Nolan

Inventor's signature: 

Date: January 4<sup>th</sup> 2000

Residence: San Diego, California

Citizenship: United States

Post Office Address: 1027 Sapphire Street  
San Diego, CA 92109

Full name of second inventor: Dietmar P. Rabussay

Inventor's signature: Dietmar P. Rabussay

Date: 12/28/99

Residence: Solana Beach, California

Citizenship: Austria

Post Office Address: 518 N. Rios Avenue  
Solana Beach, California 92075

Full name of second inventor: Gunter A. Hofmann

Inventor's signature: G. A. Hofmann

Date: 12/28/99

Residence: San Diego, California

Citizenship: United States

Post Office Address: 3750 Riviera Drive, #6  
San Diego, California 92109

PATENT  
Attorney Docket No.: GENE1320

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:  
Nolan et al.  
Application No.: 09/453,610  
Filed: December 3, 1999  
For: FLOW ACTIVATED DEVICE FOR  
THE DELIVERY OF CHROMOSOMES

## POWER OF ATTORNEY BY ASSIGNEE

As a below-named assignee of the above-identified application ("Application"):

I hereby appoint the following attorneys of the assignee to prosecute the Application and to transact all business in the United States Patent and Trademark Office connected therewith:

TIM ELLIS	Registration No. 41,734
LISA A. HAILE	Registration No. 38,347
WILLIAM N. HULSEY, III	Registration No. 33,402
RICHARD J. IMBRA	Registration No. 37,643
SHEILA R. KIRSCHENBAUM	Registration No. 44,835
JUNE M. LEARN	Registration No. 31,238
TIMOTHY W. LOHSE	Registration No. 35,255
TERRANCE A. MEADOR	Registration No. 30,298
JOHN OSKOREP	Registration No. 41,234
STEPHEN E. REITER	Registration No. 31,192
STEVEN R. SPRINKLE	Registration No. 40,825
RAMSEY R. STEWART	Registration No. 38,322
DAVID R. STEVENS	Registration No. 38,626
BARRY N. YOUNG	Registration No. 27,774

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Attorney Docket No.: GENE1320

I hereby authorize and request insertion of the application number of the  
Application when officially known.

Direct all telephone calls to:

**LISA A. HAILE, PH.D.**  
Telephone: (858) 677-1456

Address all correspondence to:

**LISA A. HAILE, PH.D.**  
GRAY CARY WARE & FREIDENRICH LLP  
4365 Executive Drive, Suite 1600  
San Diego, CA 92121

GENETRONICS, INC., a California corporation,

By: 

Name: Martin Nash

Title: President & CEO

Date: 12/21/99

ASSIGNMENT  
(BY INVENTOR(S))

This assignment ("Assignment") is made by Edward M. Nolan, of San Diego, California, and Dietmar P. Rabussay, of Solana Beach, California, and Gunter A. Hofmann of San Diego, California (collectively, the "Assignors") to Genetronics, Inc., a California corporation ("Assignee"), having a place of business at 11199-A Sorrento Valley Road, San Diego, California 92121-1334.

Recitals

A. Each of the Assignors has invented a new and useful invention entitled FLOW ACTIVATED DEVICE FOR THE DELIVERY OF CHROMOSOMES for which an application for United States Letters Patent was filed on December 3, 1999 in the United States Patent and Trademark Office.

B. Each of the Assignors authorizes and requests insertion of the serial number of the application when officially known:  
The United States Application Serial No.: 09/453,610.

C. Each of the Assignors believes the Assignors to be the original, first and joint inventors of the invention disclosed and/or claimed in the application for Letters Patent.

D. The parties desire to have a recordable instrument assigning from the Assignors to the Assignee the entire rights, title and interest in and to the invention, the application and all Letters Patent in the United States and throughout the world that may be granted or issued for the invention or that derive a right of priority from the application (including, without limitation, all divisional, continuation, continuation-in-part and continued prosecution applications thereof, and all reissues and reexaminations thereof, and all foreign counterparts thereof) (collectively, the "Invention Patents").

Agreement

NOW, THEREFORE, in accordance with the obligations to assign the Invention Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Assignors agrees to the foregoing and as follows:

1. Each of the Assignors does and will sell, assign and transfer to Assignee, such Assignor's entire rights, title, and interest in and to each of the Invention Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.
2. Each of the Assignors agrees that, upon request and without further compensation, but at no expense to such Assignor, such Assignor and such Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure any of the Assignors' signatures to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world, each such Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as such Assignor's agents and attorneys-in-fact to act for and on such Assignor's behalf and instead of such Assignor to execute such document, all with the same legal force and effect as if executed by such Assignor.

3. Each of the Assignors represents and warrants that such Assignor has not granted and will not grant to others either (1) any rights, title or interest in and to any of the Invention Patents, or (2) any rights inconsistent with the rights granted herein.

4. Each of the Assignors authorizes and requests the Assistant Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Invention Patents to Assignee, its successors and assigns, as the assignee of the entire interest in such Invention Patents.

5. This Assignment constitutes the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. No waiver, amendment, or modification of this Assignment shall be effective against the Assignee, unless in writing executed by a duly authorized representative of the Assignee. This Assignment shall be governed in all respects by the laws of the United States and by the laws of the state/province of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Assignment, except that in any action seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Assignee for which there will be no adequate remedy at law, and Assignee shall be entitled to injunctive relief and/or a decree of specific performance, and such other relief as may be proper.

IN WITNESS WHEREOF, each of the Assignors has executed this Assignment  
on the date(s) provided below.

Assignor: Edward M. Nolan

Date: 1/4/2000

Signature: 

Assignor: Dietmar P. Rabussay

Date: 12/22/99

Signature: 

Assignor: Gunter A. Hofmann

Date: 12/24/99

Signature: 